

Sealed Bid Sale
U.S. Government Property

METRO WEST
300 N. Greene Street
Baltimore, MD



Sealed Bid Sale
IFB No. PEACH416002001

INVITATION FOR BIDS - SEALED BID SALE

AUCTION SUMMARY

<u>Sale Type:</u>	Sealed Bid Sale
<u>Bid Opening Date and Time:</u>	WEDNESDAY, January 27, 2016 at 1:00 PM (EST)
<u>Bid Deposit:</u>	\$200,000, in the form of a certified or cashier's check payable to the U.S. General Services Administration.
<u>Terms:</u>	All cash, as is. Balance due within sixty (60) days after Bid Acceptance.

Any and all bids submitted in response to this Invitation for Bids (IFB) must be in compliance with, and submitted pursuant to, all the terms and provisions of this IFB, including without limitation, the Property Description; General Terms of Sale; Instructions to Bidders for Sealed Bid; Notices and Covenants; and Bid Form for Purchase of Government Property.

This IFB contains information and forms necessary for interested parties to bid to purchase the Property. It shall be the responsibility of each Bidder to familiarize him or herself with this IFB, including the General Terms of Sale, and the Instructions to Bidders for Sealed Bid, and any other information or materials included in the IFB or that may be made available under separate cover.

SALES INFORMATION: Vitaliya Dashevskaya
Phone: (404) 331-2721
Email: vitaliya.dashevskaya@gsa.gov

SUBMIT SEALED BIDS TO: U.S. General Services Administration
MLK Building
77 Forsyth Street, SW
Suite 100
Atlanta, GA 30303
Attn: Kevin Stallings

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PROPERTY DESCRIPTION

1. LOCATION AND SETTING

Metro West is located in the northwest fringe of the central business district (CBD) of Baltimore, MD, an area known as the West Side. The perimeter of the facility is bounded by Franklin Street to the north, Martin Luther King Boulevard to the west, Saratoga Street to the south, and Greene Street to the east. Mulberry Street runs underneath a sky bridge that connects the two buildings of the facility, the North and South towers.

2. SALE PARCEL DESCRIPTION

The Metro West facility was built for the purpose of housing the Social Security Administration (SSA). The property sits on 10.77 acres of land and fully occupies two city blocks and is zoned as B-5-1 for Central Commercial District. The facility comprises of approximately 1,085,741 GSF, 899,892 RSF and 829,410 USF along with 410 garage parking spaces and surface parking for 108 cars. Constructed in 1980, the property is configured as two separate structures – the North and South Buildings – linked by a two-story connecting wing that spans across Mulberry Street and contains a cafeteria. The South Building has five office floors above two floors of basement parking, while the North Building includes a two-level basement, a four-story office building and an additional tower with eight floors of office space and two floors of penthouse and mechanical area. The floor plates of the North and South buildings are approximately 22,000 SF and 110,000 SF, respectively. The building's main entrance is located on Greene Street, and features a four-story atrium lobby into the South Building. Secondary entrances are located on the south side of each building. The first floor of the South Building also houses a childcare center.

3. LEGAL DESCRIPTION

All that lot or parcel of ground situate in Baltimore City, State of Maryland and Being more particularly as follows:

All that land situate in the City of Baltimore, State of Maryland, known and designated as Lots Nos. 11 and 26, Orchard-Biddle NDP (MD A-1) and described as follows:

ITEM NO. 1 DESCRIPTION OF LOT NO. 11

Beginning for the same at the point formed by the intersection of the west side of N. Greene Street, as now laid out 66 feet wide, and the north side of W. Saratoga Street, as now laid out 66 feet wide, and running thence binding on the north side of said W. Saratoga Street, South 86 degrees 50 minutes 00 seconds West 984.70 feet to intersect the east side of proposed City Boulevard; thence binding on the east side of proposed City Boulevard the two following courses and distances; namely, North 05 degrees 13 minutes 41 seconds West 143.20 feet and by a line curving to the right with a radius of 2223.83 feet the distance of 112.96 feet which arc is subtended by a chord bearing North 03 degrees 46 minutes 21.5 seconds West 112.95 feet to intersect the south side of W. Mulberry Street, as now laid out; thence binding on the south side of said W. Mulberry Street, North 86 degrees 50 minutes 00 seconds East 524.20 feet to

the south right of way line of Interstate Route No. 170 eastbound roadway as shown on the final subdivision plan of the Department of Housing and Community Development Orchard-Biddle Neighborhood Development Program recorded among the Land Records of Baltimore City as Plat No. RHB 2514; thence binding on said south right of way line of Interstate Route No. 170 eastbound roadway the six following courses and distances: namely North 87 degrees 02 minutes 31 seconds East 188.55 feet, South 00 degrees 57 minutes 08 seconds East 4.69 feet, North 88 degrees 08 minutes 08 seconds East 156.83 feet, North 01 degree 51 minutes 52 seconds West 5.00 feet, North 88 degrees 08 minutes 08 seconds East 110.21 feet and South 46 degrees 51 minutes 52 seconds East 22.56 feet to intersect the west side of the aforesaid N. Greene Street, and thence binding on the west side of said N. Greene Street, South 02 degrees 08 minutes 10 seconds East 233.33 feet, to the place of beginning.

Containing 251,803.53 square feet or 5.7806 acres of land, more or less.

ITEM NO. 2 DESCRIPTION OF A UTILITY EASEMENT WITHIN LOT NO. 11

Beginning for the same at a point on the north side of W. Saratoga Street, said point being distant South 86 degrees 50 minutes 00 seconds West 179.35 feet from the intersection formed by the west side of N. Greene Street and north side of W. Saratoga Street South 86 degrees 50 minutes 00 seconds West 46.00 feet; thence for a new line of division through Lot No. 11 North 02 degrees 35 minutes 28 seconds West 249.42 feet to intersect the South right of way line of through highway Interstate Route No. 170 eastbound roadway; thence binding on the south right of way line of through highway of said Interstate Route No. 170 North 88 degrees 08 minutes 08 seconds East 46.00 feet thence for a new line of division through Lot No. 11 South 02 degrees 35 minutes 28 seconds East 248.38 feet to the place of beginning.

ITEM NO. 3 DESCRIPTION OF LOT NO. 26

Beginning for the same at the point formed by the intersection of the west side of N. Greene Street, as now laid out 66 feet wide, and the south right of way line of Interstate Route No. 170 westbound roadway as shown on the final subdivision plan of the Department of Housing and Community Development Orchard-Biddle Neighborhood Development Program recorded among the Land Records of Baltimore City as Plat No. RHB 2514 and running thence binding on the west side of said N. Greene Street, South 02 degrees 53 minutes 00 seconds East 311.40 feet to the north right of way line of through highway of Interstate Route No. 170 eastbound roadway, as shown on said final subdivision plan; thence binding on the north right of way line of through highway of said Interstate Route No. 170 eastbound roadway the six following courses and distances; namely, South 88 degrees 08 minutes 08 seconds West 356.35 feet, by a line curving to the right with a radius of 1085.76 feet the distance of 70.01 feet which arc is subtended by a chord bearing North 84 degrees 50 minutes 50 seconds West 70.00 feet, by a line curving to the right with a radius of 7633.85 feet the distance of 89.02 feet which arc is subtended by a chord bearing North 82 degrees 39 minutes 57.5 seconds West 89.02 feet, North 82 degrees 19 minutes 55 seconds West 161.94 feet, by a line curving to the left with a radius of 1168.91 feet the distance of 205.52 feet which arc is subtended by the chord bearing North 87 degrees 22 minutes 08 seconds West 205.26 feet and South 87 degrees 35 minutes 39 seconds West 4.89 feet to the east side of proposed City Boulevard; thence binding on the east

side of said proposed City Boulevard North 02 degrees 24 minutes 21 seconds West 139.00 feet to the south right of way of through highway of said Interstate Route No. 170 westbound roadway; thence binding on the south right of way line of through highway of said Interstate Route No. 170 westbound roadway the five following courses and distances; namely, North 87 degrees 35 minutes 39 seconds East 4.89 feet, by a line curving to the left with a radius of 841.51 feet the distance of 192.44 feet which arc is subtended by a chord bearing North 81 degrees 02 minutes 34 seconds East 192.02 feet, North 74 degrees 29 minutes 29 seconds East 150.11 feet, by a line curving to the right with a radius of 1504.89 feet the distance of 176.62 feet which arc is subtended by a chord bearing North 77 degrees 51 minutes 13 seconds East 176.52 feet and North 84 degrees 59 minutes 27 seconds East 127.31 feet and thence binding on the south right of way line of said Interstate Route No. 170 westbound roadway the two following courses and distances; namely North 85 degrees 40 minutes 08 seconds East 60.72 feet and North 86 degrees 02 minutes 15 seconds East 176.03 feet to the place of beginning.

Containing 217,451.24 square feet or 4.9920 acres of land, more or less.

ITEM NO. 4. DESCRIPTION OF A UTILITY EASEMENT WITHIN LOT NO. 26

Beginning for the same at a point on the north right of way line of through highway Interstate Route No. 170 eastbound roadway, said point being distant South 88 degrees 08 minutes 08 seconds West 182.84 feet from the intersection formed by the west side of N. Greene Street and the north right of way line of through highway of said Interstate Route No. 170 eastbound roadway; and running thence binding on the north right of way line of through highway of said Interstate Route No. 170 eastbound roadway South 88 degrees 08 minutes 08 seconds West 46.00 feet; thence for a new line of division through Lot No. 26 North 02 degrees 35 minutes 28 seconds West 302.72 feet to intersect the south right of way line of Interstate Route No. 170 westbound roadway; thence binding on last said line North 85 degrees 40 minutes 08 seconds East 46.02 feet; thence for a new line of division through Lot No. 26 South 02 degrees 35 minutes 28 seconds East 304.71 feet to the place of beginning.

ITEM NO. 5. DESCRIPTION OF A WATER LINE EASEMENT WITHIN LOT NO. 26

Beginning for the same at a point on the north right of way line of through highway Interstate Route No. 170 eastbound roadway, as shown on the final subdivision plan of the Department of Housing and Community Development Orchard-Biddle Neighborhood Development Program recorded among the Land Records of Baltimore City as Plat No. RHB 2514, distant South 88 degrees 08 minutes 08 seconds West 27.77 feet, measured along the north right of way line of through highway of said Interstate Route No. 170 eastbound roadway from the west side of N. Greene Street, as now laid out 66 feet wide, and running thence binding on the north right of way line of through highway of said Interstate Route No. 170 eastbound lane, South 88 degrees 08 minutes 08 seconds West 293.01 feet and thence for new lines of division through Lot 26, as shown on said final subdivision plan, the five following courses and distances: namely, North 48 degrees 17 minutes 08 seconds East 12.46 feet, North 85 degrees 14 minutes 36 seconds East 78.65 feet, South 88 degrees 05 minutes 43 seconds East 60.18 feet, North 88 degrees 08 minutes 08 seconds East 134.84 feet and South 53 degrees 12 minutes 16 seconds East 12.81 feet to the place of beginning.

4. TAX PARCEL ID

APN: Section 03, Block 574, Lots 01 & 02
City of Baltimore, Maryland

The tax assessed value for the Property is currently being reassessed. The new assessment is scheduled to be made public on January 2, 2016. For additional information please visit: <http://www.dat.state.md.us>.

5. EASEMENTS, ENCROACHMENTS AND RESERVATIONS

The property to be conveyed is subject to easements and reservations contained in Agreement dated April 28, 1976 and recorded among the Land Records of Baltimore City in Liber RHB 3341, folio 83 between Mayor and City Council of Baltimore and the United States of America.

Easements and reservations contained in Deed dated May 7, 1976 and recorded among the Land Records of Baltimore City in Liber RHB 3344, folio 847 between Mayor and City Council of Baltimore and the United States of America.

Right-of-Way Easement dated July 9, 1986 and recorded among the Land Records of Baltimore City in Liber SEB 952, folio 473 between the United States of America and the Chesapeake and Potomac Telephone Company of Maryland.

Forty-six foot (46') easement shown on the plat entitled "Amendment Orchard Biddle Neighborhood Development Program Final Subdivision Plan" and recorded among the Land Records of Baltimore City as Plat No. RHB 2514.

6. UTILITIES & SERVICE PROVIDERS

It is expected that all typical public utilities are available to the Property, including water, sewer, electrical, gas, and telephone service. Procurement of utility services shall be the responsibility of the Purchaser as of the date of conveyance. The Government makes no representations as to the availability of any or all said public utilities.

7. BUILDING DATA

The Metro West facility is steel framed with concrete and metal deck floors. The building envelope is comprised of three basic systems: paneled brick veneer on steel stud back-up system, window facade system, and brick facade below the window facade. The interiors primarily consist of suspended ceilings, gypsum board partitions and a combination of carpet tile and vinyl composition tile (VCT) flooring. The building is divided into thirteen cores which incorporate bathrooms, HVAC duct shafts, elevators, escalators, equipment rooms, egress stairs, etc. The finished ceiling height is mostly 9 feet throughout the building and the slab-to-slab height ranges from 12-13 feet.

There is a fully-automatic sprinkler protection throughout the building with the exception of select electrical equipment areas. It is a wet pipe circulating closed-loop system, which uses the chilled water return piping from the HVAC system as sprinkler risers, mains, and branch lines. It

has a fire alarm system with voice-type audible notification with the main panel located in the Emergency Control Center on the ground floor level of the atrium.

Heating and cooling for the building is provided through district chilled water and steam systems. The main portions of the building are conditioned by ceiling mounted fan coil units provided with outside ventilation air through dedicated outside air handling units with desiccant dehumidification systems. Special use spaces such as the main lobby, child care center, dining area, and other portions of the link between the north and south buildings are served by independent dedicated air handling units.

The existing electrical system is distributed from multiple stacked electrical closets on each floor. Each electrical closet accommodates 480/277 volt, 3 phase, 4 wire panels, 480-208/120 volt step down dry type transformers and 208/120 volt, 3 phase, 4 wire panels. The existing receptacle branch circuit wires are routed through the wire troughs and wire management system below 208/120 volt panels to the existing under-floor duct system. Supplemental UPS panel/circuits are provided in the electrical closets. There is an 8,000 gallon diesel fuel tank dedicated to support the North and South Buildings life safety loads.

Phase I Environmental Site Assessment was conducted in July 2010 and did not identify any recognized environmental conditions (REC) that warrant additional investigation. A copy of the report can be provided upon request and is available on <http://PropertyDisposal.gsa.gov> and RealEstateSales.gov.

GENERAL TERMS OF SALE

1. DEFINITIONS

The terms described in paragraphs a) through w) below shall have the meanings set forth therein.

a) ACCEPTED BID

The term “Accepted Bid” refers to a Bid that the Government elects to accept.

b) AGREEMENT OF SALE

The “Agreement of Sale” is defined in the Agreement of Sale Section of the General Terms of Sale portion of this IFB.

c) AS-IS

The term “As-Is” means that the Government is selling and the Bidders are offering to purchase the Property in whatever condition it presently exists, and that the Purchaser will accept the Property “with all faults,” whether or not they could be ascertained by an inspection of the Property or review of any due diligence material available.

d) BID

A “Bid” is an offer to purchase the Property subject to the terms and conditions of this IFB for an amount of money designated by the Bidder.

e) BIDDER(S)

The term “Bidder” or “Bidders” as used herein refers to the offeror or offerors for the purchase of the Property.

f) BID DEPOSIT

The term “Bid Deposit” is defined in the “Bid Deposit” Section of the Instructions to Bidders for Sealed Bid portion of this IFB.

g) BID ENVELOPES

The term “Bid Envelopes” is defined in the “Bid Envelopes” section of the Instructions to Bidders for Sealed Bid portion of this IFB.

h) BID FORM AND BIDDER INFORMATION DOCUMENT

The term "Bid Form and Bidder Information Document" refers to the form titled "Bid Form for the Purchase of Government Property".

i) BID OPENING DATE

The "Bid Opening Date" as used herein refers to the time and date in which all Bids received for the Property will be opened publicly.

j) CLOSING DATE

The "Closing Date" is defined in the "Tender of Payment and Delivery of Instrument of Conveyance" Section of the General Terms of Sale portion of this IFB.

k) EIN

The term "EIN" refers to an entity's Employer Identification Number.

l) GOVERNMENT

The term "Government" refers to the United States of America, and is used interchangeably with "Grantor."

m) GSA

The term "GSA" refers to the United States General Services Administration, a federal agency.

n) HIGH BID

The term "High Bid" refers to the Bid offering the highest amount of money.

o) INVITATION FOR BIDS

The terms "Invitation for Bids" and "IFB" refer to this document and the following items that are a part hereof: the Property Description; General Terms of Sale; Instructions to Bidders for Sealed Bid; Notices and Covenants; Bid Form for Purchase of Government Property. Any exhibits and/or forms that are attached hereto are hereby incorporated herein by reference. Should the aforementioned documents be modified or supplemented by any addenda or amendments issued by the Government prior to the Bid Opening Date, those addenda and amendments shall be part of the IFB.

p) **PLACE OF BID OPENING**

The term “Place of Bid Opening” refers to the address listed in the “Bid Envelopes” portion of this IFB.

q) **PROPERTY**

The term “Property” refers to the property described in the Property Description of this IFB.

r) **PURCHASE PRICE**

The “Purchase Price” is the amount of money offered in the Accepted Bid.

s) **PURCHASER**

The term “Purchaser” refers to the Bidder of the Accepted Bid and is used interchangeably with “Grantee.”

t) **SSN**

The term “SSN” refers to a Social Security Number.

u) **TIN**

The term “TIN” refers to a Tax Identification Number.

v) **WHERE-IS**

The term “Where-Is” means that the Government is selling, and the Bidders are offering to purchase the Property in whatever location it presently exists.

w) **EARNEST MONEY**

The term “Earnest Money” refers to the Bidder’s deposit of money demonstrating the Purchaser’s good faith offer to the Government to fully execute and comply with all terms, conditions, covenants and agreements contained in any contract resulting from the Government’s acceptance of the Bidder’s offered bid price. Once a bid is accepted by the Government for contract, all prior deposits made by the Purchaser to register for the sale, subject to this Initiation for Bids, become Earnest Money to the benefit, custody, accountability and control of the Government.

x) **BROKER**

The term "broker", as used herein, refers to a person with an active real estate license in the State where he/she practices real estate who, in exchange for a commission, acts for another person or entity solely as agent in conformance with "Instructions to Bidders" Section 13 contained herein. A broker must be an agent and cannot be a party to the contract to receive a Finder's Fee.

2. DESCRIPTION PROVIDED IN IFB

The description of the Property, and all other information provided with respect to the Property set forth in the IFB, are based on the best information available to GSA, Real Property Utilization and Disposal (4PZ) and are believed to be correct. Any error or omission, including but not limited to, the omission of any information available to the agency having custody over the Property and/or any other Federal agency, shall NOT constitute grounds or reason for nonperformance of the contract of sale, or claim by purchaser for allowance, refund or deduction from the purchase price.

3. INSPECTION

The Property will be made open for inspection by appointment only. No one will be allowed access to the Property without the presence of a GSA employee or designee. Bidders are invited, urged, and cautioned to inspect the Property prior to submitting a bid. The failure of any bidder to inspect, or to be fully informed as to the condition of all or any portion of the Property, will not constitute grounds for any claim or demand for adjustment or withdrawal of a bid after the auction.

4. CONTRCAT

The IFB and the bid, when accepted by the Government shall constitute an agreement for sale ("Agreement") between the high bidder ("Purchaser") and the Government. Such Agreement shall constitute the whole contract to be succeeded only by the formal instrument(s) of transfer, unless modified in writing and signed by both parties. No oral statements or representations made by, or for, or on behalf of either party shall be a part of such contract. In addition, the Purchaser shall not transfer or assign the Agreement without the express written consent of the Government. Any assignment transaction without such consent shall be void.

5. CONDITION OF PROPERTY

The Property is offered for sale **"AS IS" AND "WHERE IS"** without representation or warranty, expressed or implied. The Purchaser, and Purchaser's successors and assigns, or any party-in-possession of the Property, or any part thereof, further acknowledges that the Government makes no representations or warranty concerning the title, zoning, character, condition, size, quantity, quality and state of repair of the Property. The Government makes no other agreement or promise to alter, improve, adapt or repair the Property not otherwise contained herein. Purchaser shall rely solely on its own due diligence and examination of the Property. Purchaser acknowledges that there will be no claims or any allowances or deductions upon

grounds that the Property is not in condition or fit to be used for any purpose intended by the Purchaser after the conclusion of the auction. An "As Is, Where Is" provision will be included in the Quitclaim Deed and is provided in the Notices and Covenants section.

6. ZONING

Zoning is governed by the City of Baltimore. The Property is zoned B-5-1, Central Commercial District. Verification of the present zoning and determination of permitted uses, along with compliance of the Property for any proposed future use, shall be the responsibility of the bidder; and the Government makes no representation in regard to zoning matters. Any inaccuracies or changes in the zoning information shall NOT be cause for adjustment or rescission of any contract resulting from this IFB.

Floodplain Map Panel Number 24008887-111d; 9/30/98, Floodplain Designation, Zone X.

For more information contact:
City of Baltimore Planning Department
(410) 396-PLAN (7526)

7. RISK OF LOSS

As of the date of conveyance of the Property, the Purchaser shall assume all obligations and liabilities of ownership to the Property including, without limitation, sole responsibility for the care and handling of the Property and all loss and/or damage related to the same (including, without limitation, the buildings and/or improvements located thereon), and no claim for any allowance or deduction upon such grounds will be considered after the Bid Opening Date.

8. TAXES, ASSESSMENTS AND OTHER COSTS

As of the date of conveyance of the Property, the Purchaser shall assume responsibility for all general and special real and personal property taxes and/or other assessments which have been or may be assessed on the Property, and for all sums due to be paid by the Government in lieu of taxes, which amount shall be prorated.

9. REVOCATION OF BID AND DEFAULT

Purchaser agrees that bids made to purchase the Property are binding offers and once accepted for contract by the Government, all deposits made by the Purchaser to register for the sale, subject to this IFB, become Earnest Money to the benefit, custody and accountability of the Government.

In the event of (1) revocation of a bid after the conclusion of an auction, but prior to acceptance of the high bid by the Government, or (2) in the event of revocation of a bid after notice of acceptance, or (3) in the event of any default by the Purchaser in the performance of the contract of sale created by such acceptance, or (4) in the event of failure by the Purchaser to consummate the transaction, the Purchaser agrees that any Earnest Money and all deposits paid to the Government in any acceptable form, including credit card, together with any payments subsequently made on account, are subject to forfeit by the Purchaser to the

Government at the option of the Government as damages for breach of contract, in which event the Purchaser shall be relieved from further liability.

Purchaser agrees and understands that a debt to the United States of America subject to claim or collection by applicable Federal law may be created if their Earnest Money is in any way made unavailable to the Government and that any party that knowingly participates in such retrieval or refund may be held fully accountable for interfering with a Government contract.

10. GOVERNMENT LIABILITY

If the Government accepts a Bid and (1) the Government fails for any reason to perform its obligations as set forth herein; or (2) title does not transfer or vest in the Purchaser for any reason, although Purchaser is ready, willing, and able to close; or (3) any other contractual claim or cause of action hereafter accrues in favor of the Purchaser under the terms of this IFB, then, unless otherwise expressly provided in this IFB, the extent of the Government's liability to the Purchaser shall be strictly limited to all amounts of money the Purchaser has paid to the Government (without interest). Upon the refund to the Purchaser of such money (without interest), the Agreement of Sale shall be deemed terminated and of no further force and effect and the Government shall have no further liability to the Purchaser.

11. TITLE EVIDENCE

Any Bidder, at its sole cost and expense, may obtain any title evidence relating to the Property. The Government will cooperate with the Purchaser or his or her authorized agent in this transaction, and will permit examination and inspection of such deeds, abstracts, affidavits of title, judgments in condemnation proceedings, or other documents relating to the title of the Property, as GSA may have available. It is understood and agreed that the Government is not obligated to pay for any expense incurred in connection with title matters or survey of the Property.

12. TITLE

If a Bid is accepted, a quitclaim deed or a deed without warranty in conformity with local law and practice will convey the Government's interest. The Government does not pay for or provide title insurance.

13. EASEMENTS, ENCROACHMENTS AND RESERVATIONS

The Property will be sold subject to any and all covenants, reservations, easements, restrictions, encroachments, and rights, recorded or unrecorded, in favor of third parties, for highways, streets, power lines, telephone lines and equipment, pipelines, drainage, sewer and water mains and lines, public utilities, public roads, railroads and other rights-of-way, and any easements, reservations, rights and covenants reserved by the Grantor herein.

14. COVENANT AGAINST CONTINGENT FEES

The Purchaser warrants that he or she has not employed or retained any person or agency to solicit or secure this contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the Government

the right to annul the contract without liability or in its discretion to recover from the Purchaser the amount of such commission, percentage, brokerage, or contingent fee in addition to the consideration herewith set forth. This warranty shall not apply to commissions payable by the Purchaser upon the contract secured or made through bona fide established commercial agencies maintained by the Purchaser for the purpose of doing business. "Bona fide established commercial agencies" has been construed to include licensed real estate brokers engaged in the business generally.

15. TENDER OF PAYMENT AND DELIVERY OF INSTRUMENT OF CONVEYANCE

The closing date of the sale (the "**Closing Date**") will be set by the Government and will be **sixty (60)** calendar days after the acceptance of the Bid. The Purchaser may elect an alternate Closing Date past the sixtieth (60th) day, provided that the Purchaser must first: 1. Sign a license acceptable to the Government agreeing to take immediate constructive possession of the Property and to take immediate responsibility for all protection and maintenance of the Property including but not limited to, utilities and security; and 2. Choose an alternate Closing Date that is no later than July 1, 2016.

Prior to closing, the Purchaser or Purchaser's agent may open an escrow account with an independent, unaffiliated escrow company ("Escrow Holder") to handle the closing. The Government does not mandate use of an escrow company. All closing costs, including escrow fees and document handling expenses, shall be borne solely by the Purchaser. As part of the closing, the Government will provide escrow instructions to the Escrow Holder regarding the recording, disposition of proceeds, and related matters.

On the Closing Date, the Purchaser shall tender to the Government (or to the Escrow Holder) the balance of the Purchase Price in the form of a cashier's check, certified check, or electronic wire transfer. Upon confirmation that Purchaser's wire transferred funds have been received by the Government or that Purchaser's funds by check have been confirmed to the satisfaction of the Government, the Government shall deliver to the Purchaser the instrument, or instruments, of conveyance. Possession of the Property will be assumed by the Purchaser at the time of closing. The Government reserves the right to extend the Closing Date for a reasonable amount of time.

16. DELAYED CLOSING

Any additional change to the Closing Date established in Section 15 is subject to written approval by the Government. The Government reserves the right to refuse a request for extension of closing. However, if the Government grants an extension, the Purchaser may be required to pay either: (i) a liquidated damages assessment of \$250.00 per day; or (ii) interest on the outstanding balance of the Purchase Price, whichever is greater, if the closing of the sale is delayed, and the delay is caused, directly or indirectly, by the Purchaser's action or inaction and not by any action on the part of the Government. The interest rate shall be computed based on the yield of 10-year United States Treasury maturities as reported by the Federal Reserve Board in "Federal Reserve Statistical Release H.15" plus 1-1/2% rounded to the nearest

one-eighth percent (1/8%) as of the date of Bid Acceptance. The Government may impose additional terms and conditions to grant an extension.

17. CLOSING COSTS, DOCUMENTARY STAMPS AND COST OF RECORDING

All closing costs, including escrow and financing fees, shall be borne solely by the Purchaser. The Purchaser shall pay all taxes and fees imposed on this transaction and shall obtain at Purchaser's own expense and affix to all instruments of conveyance and security documents such revenue and documentary stamps as may be required by Federal, state and local law.

All instruments of conveyance and security documents shall be placed on record in the manner prescribed by local recording statutes at the Purchaser's expense.

Within five (5) business days from receipt of the executed deed, the Purchaser shall record the quitclaim deed in the official records of the county. The Purchaser shall provide GSA a conformed copy of the recorded quitclaim deed within five (5) business days of recording to the following address:

U.S. General Services Administration
Real Property Utilization and Disposal (4PZ)
77 Forsyth Street, Suite 130
Atlanta, GA 30303
Attn: Vitaliya Dashevskaya

18. OFFICIALS NOT TO BENEFIT

No member or delegate to the Congress or resident commissioner shall be admitted to any share or part of the Agreement of Sale or to any benefit that may arise therefrom, but this provision shall not be construed to extend to the Agreement of Sale if made with a corporation for its general benefit. GSA employees are prohibited from bidding on the Property.

19. ANTITRUST LAWS

The Agreement of Sale may be transmitted to the Attorney General of the United States for advice as to whether the sale would tend to create or maintain a situation inconsistent with anti-trust laws. The Government may rescind the acceptance of any Bid if unfavorable advice is received from said Attorney General, without liability on the part of the Government other than to return any and all deposits held by the Government without interest.

INSTRUCTIONS TO BIDDERS FOR SEALED BID

1. BID FORM AND BIDDER INFORMATION DOCUMENT

a) Bids must be submitted in duplicate on the Bid Form, along with all information and certifications called for thereon. The Bid Form must be accompanied by the Bid Deposit (described in Section 3 below). The Official Bid Form is attached hereto. The materials described in this Section 1(a) must contain original signatures and be received at the Place of Bid Opening (described in Section 3 below) **before 1:00 pm EST on WEDNESDAY, January 27, 2016** (the “Bid Opening Date”). Bids submitted in any other manner or which fail to furnish all information, certifications or signatures required may be summarily rejected. Bids may be modified or withdrawn prior to the Bid Opening Date.

b) Bids shall be filled out legibly with all erasures, strikeovers, and corrections initialed by the person signing the Bid and the Bid must be manually signed.

c) Negligence on the part of the Bidder in preparing the Bid confers no right for withdrawal or modification of the Bid after it has been opened.

d) Each Bidder is encouraged to retain a copy of all documents submitted for their personal records.

e) Each Bid submitted shall be deemed to have been made with full knowledge of all information, terms, conditions, and requirements contained or referenced in this IFB. The failure of any Bidder to inspect, or to be fully informed as to the condition of any or all portions of the Property will not constitute grounds for any claim or demand for adjustment or withdrawal of a Bid after the Bid Opening Date.

2. BIDS AND TERMS OF SALE

Bids to purchase must be ALL-CASH. Buyers are expected to arrange their own financing and to pay the balance in full by the closing date. No Government credit terms are available. GSA has no information on the availability of private financing or on the suitability of this Property for financing.

3. BID DEPOSIT

Each Bid must be accompanied by a Bid Deposit of \$200,000 in the form of a certified check or cashier’s check made payable to the **U.S. General Services Administration. Such Bid Deposit must be in the form of the United States Currency, cashier’s check or certified check issued by and drawn upon, or certified by, a bank or other financial institution chartered by the Federal Government or a state of the United States. Checks issued by commercial organizations engaging in a principal business other than financial services will not be accepted.** Failure to so provide the Bid Deposit shall require rejection of the Bid.

Upon acceptance of a Bid, the Bid Deposit of the successful Bidder, except as otherwise provided in this IFB, shall become the sole and absolute property of the Government and shall be non-refundable.

For Bids that are rejected, Bid Deposits accompanying the rejected Bids will be returned to Bidders, without interest, **within five (5) working days** after rejection of the Bids.

4. BID ENVELOPES

The necessary forms, along with the check for \$200,000 registration deposit, should be placed in a **SEALED** envelope with the following marked on the outside of the envelope:

Invitation for Bids number: PEACH416002001
Bid Opening Date: WEDNESDAY, January 27, 2016
Time: 1:00 p.m. EST

The name and address of the Bidder must be shown in the upper left corner of the Bid Envelope. On the lower left corner of the Bid Envelope it must state:

Invitation for Bids number: PEACH416002001
Bid Opening Date: WEDNESDAY, January 27, 2016
Time: 1:00 p.m. EST

That envelope should then be placed in another sealed envelope and addressed and mailed to:

U.S. General Services Administration
MLK Building
77 Forsyth Street, SW
Suite 100
Atlanta, GA 30303
Attn: Kevin Stallings

The above-listed address is referred to in this IFB as the **“Place of Bid Opening”**.

Bidders are encouraged to contact Vitaliya Dashevskaya at (404) 331-2721 or vitaliya.dashevskaya@gsa.gov prior to sending in their bids to verify that all forms are completed correctly. Note, bids accompanied by incorrectly filled out forms will be considered void.

No responsibility will attach to any officer of GSA for the premature opening of, or failure to open, a Bid not properly addressed and identified.

Bids must be received prior to the Bid Opening Date. Bids submitted in accordance with this IFB will be opened publicly at 1:00 pm EST at the Place of Bid Opening on the Bid Opening Date.

Bids may be received in person, via United States Postal Service or via private delivery service such as UPS and/or FedEx.

5. LATE BIDS, MODIFICATIONS OF BIDS, OR WITHDRAWAL OF BIDS

a) Any Bid received at the office designated in this IFB after the exact time specified for receipt will not be considered unless it is received before award is made and it:

- 1) Was sent by US Postal Service First-Class Mail® and included Registered Mail™ Service or Certified Mail® Service not later than the fifth calendar day before the date specified for receipt of Bids (e.g., a Bid submitted in response to an IFB requiring receipt of Bids by the 15th of the month must have been mailed by the 10th); or
- 2) Was sent by mail and it is determined by the Government that the late receipt was due solely to mishandling by the Government after receipt at GSA installation; or
- 3) Was sent by US Postal Service Express Mail® Overnight Service-Post Office to Addressee; UPS Next Day Air® Early AM®, UPS Next Day Air® or UPS Next Day Air Saver®; or FedEx First Overnight®, FedEx Priority Overnight® or FedEx Standard Overnight® not later than 5:00 P.M. at the place of mailing two working days prior to the date specified for receipt of Bids. The term “working days” excludes weekends and US Federal holidays.

b) Any modification or withdrawal of a Bid is subject to the same conditions as in paragraph (a) of this provision. A Bid may be withdrawn in person by a Bidder or its authorized representative if, before the exact time set for receipt of Bids, the identity of the person requesting withdrawal is established and the person signs a receipt for the Bid.

c) The only acceptable evidence to establish the date of mailing of a late Bid, modification, or withdrawal sent either by Registered Mail™ Service, Certified Mail® Service or Global courier delivery service (i.e. UPS, FedEx); is the US Postal Service postmark both on the envelope or wrapper and on the original receipt from the US Postal Service; or receipt and proof of tracking as issued by the global courier delivery service. Postmarks, receipts and proof of tracking must show a legible date or the Bid, modification, or withdrawal shall be processed as if mailed late. “Postmark” means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the US Postal Service on the date of mailing. Bidders should request the postal clerk to place a legible hand cancellation bull’s-eye postmark on both the receipt and the envelope or wrapper.

d) The only acceptable evidence to establish the time of receipt at GSA installation is the time/date stamp of that installation on the Bid wrapper or other documentary evidence of receipt maintained by the installation.

e) The only acceptable evidence to establish the date of mailing of a late Bid, modification, or withdrawal sent by US Postal Service Express Mail® Overnight Service-Post Office to Addressee

is the date entered by the post office receiving clerk on the "Express Mail® Overnight Service-Post Office to Addressee" label and the postmark on the envelope or wrapper and on the original receipt from the US Postal Service. "Postmark" has the same meaning as defined in paragraph (c) of this provision. Therefore, Bidders should request the shipper to place a legible hand cancellation bull's-eye postmark on both the receipt and the envelope or wrapper.

f) Notwithstanding any other language of this provision, a late modification of an otherwise successful Bid that makes its terms more favorable to the Government will be considered at any time it is received, and may be accepted.

6. BID EXECUTED ON BEHALF OF BIDDER

A Bid executed by an attorney or agent on behalf of the Bidder shall be accompanied by an authenticated copy of his or her Power of Attorney or other evidence of his authority to act on behalf of the Bidder.

- a) **CORPORATION.** If the Bidder is a corporation, the Certificate of Corporate Bidder must be executed. This certificate must be executed under the corporate seal by some duly authorized officer of the corporation other than the officer signing the Bid. In lieu of the Certificate of Corporate Bidder, there may be attached to the Bid copies of so much of the records of the corporation as will show the official character and authority of the officer signing, duly certified by the secretary or assistant secretary, under the corporate seal, to be true copies.
- b) **PARTNERSHIP.** If the Bidder is a partnership, and all partners sign the Bid with a notation that they are all the partners, the Government will not ordinarily require any further proof of the existence of the partnership. If all the partners do not sign the Bid, then the names of all those except limited partners must be furnished on the Bid and the Government, in its discretion, may require evidence of the authority of the signer(s) to execute the Bid on behalf of the partnership.
- c) **LIMITED LIABILITY CORPORATION (LLC).** If the Bidder is a Limited Liability Corporation (LLC), a Certificate of the LLC must be completed and executed by the manager.

7. BIDS TO BE OPENED AT SPECIFIED TIME

It shall be the duty of each Bidder to see that its Bid is delivered by the time and at the Place of Bid Opening prescribed in this IFB. Bids (including modifications) received prior to the time fixed in this IFB for the opening of Bids will be securely kept unopened. No Bid, modification, or withdrawal received after the time fixed in this IFB for the opening of Bids will be considered except as provided under Section 5 above. At the time fixed for the opening of Bids, their contents will be made public by announcement for the information of Bidders and others properly interested that may be present either in person or by representative.

8. CONTINUING OFFERS

Each Bid received shall be deemed to be a continuing offer to purchase the Property until the earlier of: (a) 60 calendar days after the Bid Opening Date; or (b) the Bid is accepted or rejected by the Government. If the Government desires to accept any Bid after the expiration of such 60 calendar day period, the consent of the appropriate Bidder shall be obtained prior to such acceptance.

9. GOVERNMENT'S RIGHT TO ACCEPT A BID

Following the opening of the Bid Envelopes on the Bid Opening Date, the Government shall have the right (but not the obligation) to accept a Bid from a responsible bidder whose bid, conforming to this IFB, is most advantageous to the Government as determined by the Government in its sole and absolute discretion. Notwithstanding the foregoing, the amount of the Bid will be the premiere factor used by the Government in determining whether to accept a Bid and, unless another factor raises a concern as to the validity of the High Bid at the close of the Auction and/or the ability of the Bidder of such High Bid to complete the transactions contemplated by this IFB, it will be the only factor used. In the event two or more Bids are received that are equal, the selection will be made by drawing a lot limited to such equal Bids.

10. NOTICE OF ACCEPTANCE OR REJECTION

Notice by the Government of acceptance or rejection of a Bid shall be deemed to have been sufficiently given when electronically mailed or mailed to the Bidder or its duly authorized representative at the address indicated in the Bid. Rejection of a Bid shall also be deemed to have been sufficiently given upon the return of a Bid Deposit, as described in the Section 3. Bid Deposit Section above. The Government reserves the right to reject any and all Bids received or portions thereof.

11. INCREASE OF EARNEST MONEY AND TRANSACTION CLOSING

Within ten (10) business days of acceptance of a bid by the Government, the Purchaser agrees to deposit an additional amount, in the form of a certified check or cashier's check, which when added to the Registration Deposit, will equal at least ten percent (10%) of the total bid. Failure to provide these funds will result in a default and forfeiture of the Registration Deposit.

If, pursuant to Section 15, the Purchaser elects an alternate Closing Date past sixty (60) calendar days from the date of award, an additional deposit will be due on that sixtieth (60th) day to increase the original ten percent (10%) deposit to twenty five (25%) of the total bid.

Upon acceptance of a bid, the Earnest Money shall be applied towards payment of the Purchaser's obligation to the Government. The full balance of the purchase price in the form of a certified check, cashier's check or electronic wire transfer is payable on the Closing Date agreed to by the Government. At the time of closing, all monies paid by the Purchaser will be credited, without interest, toward the total purchase price.

12. BACKUP BIDDER

The second-highest bidder will be the Backup Bidder. The Backup Bidder may be considered for award as the successful bidder for the duration of Continuing Offer period described in Paragraph 8, Continuing Offers, if: 1) the original High Bidder is unable to fully complete the transaction according to the terms and conditions of the IFB. The Backup Bidder's Registration Deposit may be retained, at the Government's discretion, without interest, until the High Bidder completes the transaction according to the terms and conditions of the IFB. When the Backup Bidder is converted to the High Bidder, all terms, conditions and agreements described in the IFB are applicable to the successful bidder.

The Bid Deposit of the Backup Bidder will be returned as described in Paragraph 3, Bid Deposit, if the Backup Bidder is not converted to the High Bidder. In the event that the Government is unable to complete the transaction with the highest or backup bidder, the Government reserves the right to consider the remaining bid(s) and make an award that is in the best interest of the Government.

13. BROKER PARTICIPATION

Subject to terms and conditions herein, the successful Purchaser of the Property will pay the sum of Fifty Thousand Dollars (\$50,000) (the "Finder's Fee") from the proceeds of the sale to the properly licensed real estate broker or agent whose client is the successful Purchaser of the property. The Finder's Fee is earned only upon closing and delivery to the Government of the total contract purchase price in the form of two payments: one for \$50,000, payable to the broker that the Government determines is the properly registered broker and one for the purchase price less the Finder's Fee, payable to the U. S. General Services Administration. The Government will have no obligation to offset the purchase price by the Finder's Fee if the Bidder/Purchaser is a real estate broker, agent, or salesperson, or if the Bidder is a controlling owner, partner, officer, corporate or organization board member, employer or employee of the brokerage entity that claims to represent the Purchaser as an agent or the Government determines that the Broker or Purchaser/Bidder has not complied with terms of this provision. In such case, the full purchase price will be due to the Government.

Brokers are required to obtain a "Buyer's Representation Agreement" or similar binding agreement with their client/bidder per terms of the Buyer's Broker Participation Registration Form. No other evidence, documentation, verbal or written or electronic communication provided by the Bidder or Bidder's Broker may be used to contest any aspect of the Finder's Fee as determined by the Government.

In order to be entitled to the Finder's Fee:

1. The Bidder and broker/agent must jointly complete the Buyer's Broker Participation Registration Form in full.
2. The Bidder must submit a Bid Form for Purchase of Government Real Property, Registration Deposit and the Buyer's Broker Participation Registration Form by mail to:

U.S. General Services Administration, MLK Building, 77 Forsyth Street, SW, Suite 100, Atlanta, GA 30303. Broker forms arriving without their client's first Bid Form will not be honored. All required forms sent anywhere other than the above address and fax number will not be honored. No Finder's Fee will be considered if the Buyer Broker Participation Registration Form is not submitted by the Bidder at the time of registration.

3. The broker/agent must assist with the registration of the client for the auction and encourage bidding.
4. The broker/agent must abide by the terms of the Invitation for Bids and the Buyer's Broker Participation Registration Form.

14. ADDITIONAL INFORMATION

GSA will provide additional copies of this IFB and make every effort to answer requests for additional information concerning the Property to facilitate preparation of bids. Each bid shall be deemed to have been made with full knowledge of all terms, conditions, and requirements contained in this IFB and any amendments made thereto prior to bid acceptance. Bidders may also review the information pertaining to the Property at PropertyDisposal.gsa.gov or RealEstateSales.gov.

15. WAIVER OF INFORMALITIES OR IRREGULARITIES

The Government may, at its election, waive any minor informality or irregularity in bids received.

NOTICES AND COVENANTS

The following Notices and Covenants will be inserted in the Quitclaim Deed.

HAZARDOUS SUBSTANCE NOTIFICATION

a. Notice Regarding Hazardous Substance Activity. Pursuant to 40 CFR 373.2 and Section 120(h)(3)(A)(i) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (CERCLA) (42 U.S.C. §9620(h)(3)(A)(i)), and based upon a complete search of agency files, the United States gives notice that no hazardous substances have been released or disposed of or stored for one year or more on the Property.

b. CERCLA Covenant. Grantor warrants that all remedial action necessary to protect human health and the environment has been taken before the date of this conveyance. Grantor warrants that it shall take any additional response action found to be necessary after the date of this conveyance regarding hazardous substances located on the Property on the date of this conveyance.

1. This covenant shall not apply:

(a) in any case in which Grantee, its successor(s) or assign(s), or any successor in interest to the Property or part thereof is a Potentially Responsible Party (PRP) with respect to the Property immediately prior to the date of this conveyance; OR

(b) to the extent that such additional response action or part thereof found to be necessary is the result of an act or failure to act of the Grantee, its successor(s) or assign(s), or any party in possession after the date of this conveyance that either:

- (i) results in a release or threatened release of a hazardous substance that was not located on the Property on the date of this conveyance; OR
- (ii) causes or exacerbates the release or threatened release of a hazardous substance the existence and location of which was known and identified to the applicable regulatory authority as of the date of this conveyance.
- (iii) in the case of a hazardous substance(s) previously unknown by Grantor and Grantee as of the date of this conveyance but which is hereafter discovered by Grantee, its successor(s) or assign(s), or any party in possession and where after such discovery, Grantee, its successor(s) or assign(s), or any party in possession thereafter causes or exacerbates a release or threatened release of such hazardous substance(s).

2. In the event Grantee, its successor(s) or assign(s), seeks to have Grantor conduct any additional response action, and, as a condition precedent to Grantor incurring any additional cleanup obligation or related expenses, the Grantee, its successor(s) or assign(s), shall provide Grantor at least 45 days written notice of such a claim. In order for the 45-day period to commence, such notice must include credible evidence that:

- (a) the associated contamination existed prior to the date of this conveyance; and
- (b) the need to conduct any additional response action or part thereof was not the result of any act or failure to act by the Grantee, its successor(s) or assign(s), or any party in possession.
- c. Access. Grantor reserves a right of access to all portions of the Property for environmental investigation, remediation or other corrective action. This reservation includes the right of access to and use of available utilities at reasonable cost to Grantor. These rights shall be exercisable in any case in which a remedial action, response action, or corrective action is found to be necessary after the date of this conveyance, or in which access is necessary to carry out a remedial action, response action, or corrective action on adjoining property. Pursuant to this reservation, the United States of America, and its respective officers, agents, employees, contractors, and subcontractors shall have the right (upon reasonable advance written notice to the record title owner) to enter upon the Property and conduct investigations and surveys, to include drilling, test-pitting, borings, data and records compilation and other activities related to environmental investigation, and to carry out remedial or removal actions as required or necessary, including but not limited to the installation and operation of monitoring wells, pumping wells, and treatment facilities. Any such entry, including such activities, responses or remedial actions, shall be coordinated with record title owner and shall be performed in a manner that minimizes interruption with activities of authorized occupants.

ASBESTOS-CONTAINING MATERIALS (ACM)

- a. Bidders are warned that the Property contains asbestos containing materials (ACM). Non-friable asbestos in the form of black floor tile mastic and ceramic tile grout are present throughout the building. More specific information concerning the location and condition of ACM is contained in the Asbestos Re-Inspection Report, prepared by Reginald E. Jarvis Jr. This report is available online at <http://PropertyDisposal.gsa.gov> or www.RealEstateSales.gov hyperlink "Asbestos Survey Report". Unprotected or unregulated exposures to asbestos in product manufacturing, shipyard, and building construction workplaces have been associated with asbestos-related diseases. Both the Occupational Safety and Health Administration (OSHA) and the Environmental Protection Agency (EPA) regulate asbestos because of the potential hazards associated with exposure to airborne asbestos fibers. Both OSHA and EPA have determined that such exposure increases the risk of asbestos-related diseases, which include certain cancers and which can result in disability or death.
- b. Bidders are invited, urged, and cautioned to inspect the Property to be sold prior to submitting a bid. More particularly, bidders are invited, urged, and cautioned to inspect the Property as to its asbestos content and condition, and any hazardous or environmental conditions relating thereto. The Government will assist bidders in obtaining any authorization(s) which may be required in order to carry out any such inspection(s). Bidders shall be deemed to have relied solely on their own judgment in assessing the overall condition of all or any portion of the Property including, without limitation, any asbestos hazards or concerns.

c. No warranties either expressed or implied are given with regard to the condition of the Property including, without limitation, whether the Property does or does not contain asbestos or is or is not safe for a particular purpose. The failure of any bidder to inspect, or to be fully informed as to the condition of all or any portion of the Property offered, will not constitute grounds for any claim or demand for adjustment or withdrawal of a bid or offer after its opening or tender.

d. The description of the Property set forth in this IFB and any other information provided therein with respect to said Property is based on the best information available to the disposal agency and is believed to be correct, but an error or omission, including but not limited to the omission of any information available to the agency having custody over the Property and/or any other Federal agency, shall not constitute grounds or reason for nonperformance of the contract of sale, or any claim by the Purchaser against the Government including, without limitation, any claim for allowance, refund, or deduction from the purchase price.

e. The Government assumes no liability for damages for personal injury, illness, disability or death, to the Purchaser, or to the Purchaser's successors, assigns, employees, invitees, licensees, or any other person subject to Purchaser's control or direction, or to any other person, including members of the general public, arising from or incident to the purchase, transportation, removal, handling, use, disposition, or other activity causing or leading to contact of any kind whatsoever with asbestos on the Property which is the subject of this sale, whether the Grantee, its successors or assigns has or have properly warned or failed properly to warn the individual(s) injured.

f. The Grantee further agrees that in its use and occupancy of the Property it will comply with all Federal, state, and local laws relating to asbestos.

AS-IS, WHERE-IS PROVISION

a. Grantee agrees and acknowledges that Grantor is selling the property strictly on an "as is, where is", with all faults basis, without warranty, expressed or implied, with any and all latent and patent defects. Grantee acknowledges that Grantor has made the property available for inspection by Grantee and Grantee's representatives. Grantee has inspected, or will have inspected prior to closing, the physical condition of the property to the extent felt necessary by Grantee, including all improvements thereon, and accepts title to the same "as is" in its existing physical condition. Grantee acknowledges that it is not relying upon any representation, warranty statement or other assertion of the United States of America, as Grantor, including its agencies or any official, agent representative or employee of the foregoing, with respect to the property's conditions. Except as set forth in the contract, Grantee is relying solely and wholly on Grantee's own examination of the property, is fully satisfied with the property, and accepts any liabilities or costs arising in connection with the condition of the property, including, but not limited to any costs or liabilities pertaining to any environmental condition on the property. Except as set forth in Section c, below, the United States of America and its agencies disclaim any and all express or implied warranties and specifically make no warranties of title, habitability, merchantability, suitability, fitness for any purpose, or any other warranty

whatsoever. Grantee is put on notice that any prior grant and/or encumbrance may be of record and Grantee is advised to examine all public records available regarding the property.

b. No employee or agent of Grantor is authorized to make any representation or warranty as to the quality or condition of the property, merchantability, suitability or fitness of the property for any use whatsoever, known or unknown to Grantor, or compliance with any environmental protection, pollution or land use laws, rules, regulations, orders, or requirements including, but not limited to, those pertaining to the handling, generating, treating, storing, or disposing of any hazardous waste or substance. In no event shall Grantor be responsible or liable for latent or patent defects or faults, if any, in the property or for remedying or repairing the same including, without limitation, defects related to asbestos or asbestos containing materials, lead, lead-based paint, underground storage tanks, mold, radon or hazardous or toxic materials, chemicals or waste, or for constructing or repairing any streets, utilities or other improvements shown on any plat of the property.

c. Nothing in this "as is, where is" provision will be construed to modify or negate the Grantor's obligation under the CERCLA covenant or any other statutory obligations.

SITE SPECIFIC ARTWORK

The Property contains site specific artwork known as untitled or "Floating Ring" by the artist Loren Madsen (the "Artwork"), which was commissioned to enhance the architecture of the building at its time of construction.

Hanging in the lobby of the building, the Artwork consists of 72 individually cut stones that form a circle suspended above the floor at a 45 degree angle to the horizontal. Each stone is connected to a single stainless steel cable that hangs from the ceiling and is stabilized horizontally by its own secondary cable. The blocks are loosely joined by stainless pegs. The support for the artwork is a complex structural system built into the steel roof framing of the building itself. There is a secondary support built into the adjoining wall. The ring itself is approximately 16 feet in diameter (outside diameter) and approximately 14 feet above the floor at its lowest point. The stone portion of the piece weighs in excess of 5,000 - 6,000 pounds.

The Grantee, agrees that the Artwork will be retained in its current location subject to recall and removal by the General Services Administration upon 120 days notice to building owner.

A. Public Access: The building owner, and/or its successors and assigns, and any other party in title, interest and/ or possession of the Property will provide public access to the Artwork noted above.

B. Identification: The Artwork will be accompanied by an interpretative plaque identifying the artist and artistic intent, and noting that it was commissioned for the people of the United States by the Federal government.

C. Protection and Maintenance: building owner, and/or its successors and assigns, and every other party in title, interest and/or possession of the Property shall exercise reasonable protection against any damage to the Artwork. The Artwork will be preserved and maintained in accordance with the guidelines and standards set forth in the American Institute for the Conservation of Historic and Artistic Works (AIC).

D. Inspection: The Artwork will be inspected on a cyclical basis by representatives of GSA. The Grantee will allow physical access to the Artwork for inspection.

E. Self-Certification: The Property owner, and/or its successors and assigns, and any other party in title, interest and/or possession of the Property will provide a completed Art Inspection (forms attached) documenting that they are in compliance with the terms and conditions of this covenant. The self-certification will happen on a biennial basis.

F. Disposition: Demolition or Building Alteration. If the Grantee hereafter desires to convey the title of the Property to any other party, demolish the Property, alter the Property in a manner which impacts the Artwork, or be released from responsibility for caring for the Artwork, it shall notify in writing the Government, acting by and through GSA, at least 120 days prior to such planned conveyance, demolition, alteration or release. Written notification should be sent to GSA's Art in Architecture and Fine Arts division. Based on the terms and conditions of the proposed conveyance, GSA will determine whether to retain ownership of the Artwork and loan the Artwork to the new Grantee, to remove the Artwork from the Property, or to convey the Artwork to some other party, with a right to remove the Artwork from the Property if the Property is to be demolished or altered in a manner which would impact the Artwork.

In the case of a proposed demolition, alteration, or release, if after a period of 120 days, the GSA declines to take back the sculpture, then the Grantee, and/or its successors and assigns may:

- 1) Require as a condition of such conveyance, that the new owner of the Property protect and maintain the Artwork to the same extent as provided in covenants, subject to reversionary rights the GSA has to the Artwork;
- 2) Convey the Artwork to a public museum, with or without consideration, on condition that if the Artwork ceases to be displayed or used for public purposes, it shall be subject to reversionary rights the GSA has to the Artwork; or
- 3) Sell the Artwork and to fully account for and deliver to the Government, acting by and through the GSA, any and all proceeds of such sale.
- 4) After giving GSA and the artist reasonable notice, access, and opportunity to photograph and document the Artwork, the Grantee may demolish or alter the Property, which may include the destruction of the Artwork.

COASTAL ZONE MANAGEMENT ACT (CZMA)

The property is located in the CZMA area and may be subject to other requirements. Bidders are encouraged to contact Maryland Department of Natural Resources at (410) 260-8732.

DOCUMENT BOX

At such time as the building is demolished, if any document box is found, which should be located behind the cornerstone, it shall remain the property of the Government and shall be delivered, unopened to the National Archives and Records Service, Washington, DC.

BID FORM FOR PURCHASE OF GOVERNMENT PROPERTY
(To be executed and submitted in duplicate
along with \$200,000 registration deposit)

Metro West
300 N. Greene Street, Baltimore, MD
Sealed Bid Auction
IFB#: PEACH416002001

TO: GENERAL SERVICES ADMINISTRATION
REAL PROPERTY UTILIZATION & DISPOSAL DIVISION

Subject to: (1) the terms and conditions of the Invitation for Bids identified above, and its Schedule; (2) the Instructions to Bidders, (3) the General Terms of Sale; (4) the Notices and Covenants; and (5) the Certificate of Corporate Bidder (if applicable), all of which are incorporated as a part of this Bid, the undersigned bidder hereby offers and agrees; if this Bid be accepted within **60 calendar days** after date of Bid opening, to purchase the property described in the Schedule portion of this Invitation, and for which Bid price is entered below.

BID AMOUNT (dollar amt)	BID AMOUNT (spelled out)

In the event this Bid is accepted, the instrument of conveyance should name the following as Grantee(s):

BIDDER REPRESENTS: (check appropriate space)
That he/she operates as:

- ☐ An individual
- ☐ A partnership consisting of _____
- ☐ A limited liability partnership consisting of _____
- ☐ A corporation, incorporated in the State of _____
- ☐ A limited liability company (LLC) registered with the state of _____
- ☐ A trustee, acting for _____

NAME AND ADDRESS OF BIDDER (type or print)

Name

Street

City State Zip Code

Telephone Number Email Address

SIGNATURE OF PERSON AUTHORIZED TO SIGN BID: _____

SIGNER'S NAME AND TITLE (type or print): _____

CERTIFICATE OF CORPORATE/ORGANIZATION BIDDER

(For use with Bid Form for Purchase of Government Real Property
see Paragraph 6, "Bid Executed On Behalf Of Bidder" for instructions)

Metro West
300 N. Greene Street, Baltimore, MD
Sealed Bid Auction

IFB#: PEACH416002001

**THIS FORM MUST BE SIGNED BY SOMEONE OTHER THAN THE BIDDER
(UNLESS THE BIDDER IS THE SOLE AUTHORIZED REPRESENTATIVE OF THE
CORPORATION/ORGANIZATION).**

I, _____, certify that I am _____
(Secretary or Other Title)

of the Corporation/Organization named as Bidder herein; that _____
(Name of Authorized Representative)

who signed this Bid Form for Purchase of Government Property on behalf of the Bidder was then

_____ of said Corporation/Organization; that said Bid was duly signed for
(Official Title)

and on behalf of said Corporation/Organization by authority of its governing body and is within the scope of its

corporate/organization powers.

(Signature of Certifying Officer/Manager/Secretary)

Print Name: _____

(Corporate Seal Here, if applicable)

BUYER'S BROKER PARTICIPATION REGISTRATION FORM**METRO WEST**

300 N. Greene Street

Baltimore, MD 21201

SALE NUMBER: PEACH416002001Enter Client's RealEstateSales.gov
User ID Here

BROKER/AGENT: _____

COMPANY NAME: _____

COMPANY ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

AGENT LICENSE #: _____ **BROKER NUMBER LIC. #:** _____

TAX IDENTIFICATION NUMBER: _____

OFFICE PHONE: _____ MOBILE PHONE: _____ FAX: _____

Client (Buyer/Bidder) Information

CLIENT: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

HOME PH: _____ OFFICE PH: _____ MOBILE PH: _____

Broker/Client Certification

The broker, by placing his/her signature below, certifies, agrees, and acknowledges that:

1. The broker will not claim any exceptions to the procedures outlined in the Invitation for Bids.
2. Only written registration will qualify broker for Finder's Fee.
3. Only the first Bidder Registration of a prospective Bidder will be accepted and honored.
4. The broker will hold harmless and indemnify the Government from any and all claims with regard to such Finder's Fee.
5. The broker will be paid a Finder's Fee only as set forth under the terms and conditions of the IFB pertaining to the specific property being auctioned.
6. The broker may not receive a Finder's Fee without a "Buyer Representation Agreement" or other such agreement with the Bidder. The Government will not discount the sales price by the Finder's Fee if the signature of the buyer/bidder on the Buyer's Broker Participation Registration Form is missing.
7. The broker cannot participate in the auction and receive any Finder's Fee in conjunction with any other co-brokerage or referral agreement between the Government and broker.
8. The broker represents the buyer/bidder (client) listed in the Buyer's Broker Participation Registration Form as his or her agent.
9. The broker is not a subagent of Government, has no agreement(s) with the Government, and represents his or her client (buyer/bidder) as an agent.

The broker's client (buyer/bidder), by placing his/her signature below, certifies, agrees, and acknowledges that:

1. He or she has read, understood and complied with the terms below in the Invitation for Bids.
2. He or she shall hold harmless and indemnify the Government from any and all representations made by the buyer's broker.
3. Finder's Fee shall be paid only to broker representing client (buyer/bidder) as shown on this form.
4. Finder's Fee is prohibited if the buyer is a real estate broker, agent, or salesperson, or is a controlling owner, partner, officer, corporate or organization board member, employer or employee of the brokerage entity that claims to represent the buyer as an agent.

BUYER/BIDDER SIGNATURE: _____ DATE: _____

PRINT NAME: _____

BROKER/AGENT SIGNATURE: _____ DATE: _____

PRINT NAME: _____

ADDRESS LABEL FOR BID ENVELOPE

(The name and address of the Bidder must be shown in the upper left corner of the Bid Envelope.)

**To: U.S. General Services Administration
MLK Building
77 Forsyth Street, SW
Suite 100
Atlanta, GA 30303
Attn: Kevin Stallings**

Invitation for Bids number: PEACH416002001

Bid Opening Date: WEDNESDAY, January 27, 2016

Time: 1:00 pm EST